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**IN THE UNITED STATES DISTRICT COURT IN AND FOR
THE DISTRICT OF UTAH, CENTRAL DIVISION**

SANMEDICA INTERNATIONAL, LLC, a
Utah Limited Liability Company.

Plaintiff,

vs.

QUANTUM WELLNESS BOTANICAL
INSTITUTE, LLC, a California Limited
Liability Company; and John Does, 1-10

Defendants

COMPLAINT

Case No. 2:16-cv-00191

Judge Evelyn J. Furse

Plaintiff SanMedica International, LLC ("SanMedica"), through the undersigned counsel, sues Quantum Wellness Botanical Institute, LLC ("Quantum Wellness"), and presently unknown parties whose identities will be revealed during discovery, and who or which are denominated "John Does 1-10" in this Complaint, for false advertising, and

unfair competition under the Lanham Act, unfair competition and unjust enrichment under Utah law, and declaratory and injunctive relief and allege as follows:

SUMMARY OF ALLEGATIONS

SanMedica markets and sells SeroVital®-hgh (“SeroVital” or “SeroVital-hgh”), which has been shown in a double-blind, clinical trial to increase human growth hormone (hGH) levels in men and women over the age of 18 by over 682% on average after a single dose. SanMedica spent significant time and resources developing the formula for SeroVital-hgh and assuring that the claims it makes about SeroVital-hgh are true. Indeed, the double-blind, placebo controlled clinical trial, which was conducted at a top university research laboratory, specifically demonstrated that SeroVital-hgh increases hGH levels by a mean level of 682%.

Quantum Wellness, on the other hand, and like many marketers of so called hGH products, is making false claims about its products, making it difficult for SanMedica to sell SeroVital-hgh. Quantum Wellness sells a competing product called ReJuvenation (hereinafter “ReJuvenation”). Although Quantum Wellness has absolutely no valid scientific evidence that its product works, it illegally compares ReJuvenation (a dietary supplement) to prescription hormone injections. Quantum Wellness further falsely claims that its product “is *clinically proven* . . . to increase youth hormone by up to a whopping 682%,” “encourages the Pituitary gland to produce HGH at more youthful levels,” “provides a natural way of nourishing serum (blood) HGH levels in the body,” and that taking ReJuvenation results in a host of purported and untested anti-aging benefits, among other false claims. Quantum Wellness does not have substantiation for

the claims it makes for ReJuvenation. To the contrary, the existing science contradicts the claims Quantum Wellness makes regarding the ReJuvenation product. Moreover, the study which Quantum Wellness claims demonstrates that its product “is *clinically proven* . . . to increase youth hormone by up to a whopping 682%,” is not a study conducted on ReJevenation but, instead, is a reference to the clinical trial which was conducted on SeroVital-hgh.

Quantum Wellness’s wrongful conduct has harmed, and continues to harm SanMedica because consumers are confused by Quantum Wellness’s false claims. In addition, Quantum Wellness, like other marketers of so-called hGH products, has an unfair competitive advantage over SanMedica as it is marketing and selling a product substandard, cheap ingredients, in unproven amounts, while passing it off as effective and safe. Moreover, this unfair competitive advantage is amplified because Quantum Wellness has not expended its time and resources on the clinical study it wrongfully claims supports its ReJuvenation product, but instead seeks to wrongfully profit off of the clinical trial which was conducted on SanMedica’s SeroVital product.

PARTIES

1. SanMedica is a limited liability company organized and existing under the laws of the State of Utah. Its principal place of business is located at 5742 West Harold Gatty Drive in Salt Lake City, Utah 84116. SanMedica produces, markets, and sells SeroVital-hgh.

2. Quantum Wellness is a company doing business in the State of Utah. Quantum Wellness's principal place of business is located at 8484 Wilshire Boulevard, Suite 760, Beverly Hills, California 90211.

3. Defendants Does 1-10 are unknown at this time but are believed to be individuals and entities involved in the development, production, marketing, distribution, or sales of the offending products or other related products.

JURISDICTION AND VENUE

4. Subject matter jurisdiction over this action is conferred upon this Court by 28 U.S.C. § 1338 and the Lanham Act, 15 U.S.C. § 1121.

5. The Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because there is complete diversity and the amount in controversy exceeds the requisite amount.

6. The Court has personal jurisdiction over Quantum Wellness pursuant to the Utah Long Arm Statute, Utah Code Ann. § 78-27-24 because Quantum Wellness has (a) transacted business in this State, and (b) engaged in tortious activity causing injury in this state.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and (c).

GENERAL ALLEGATIONS

SanMedica's Product

8. SanMedica markets and sells dietary supplement and cosmetic products, including SeroVital. The ingredients in SeroVital have been shown in a double-blind

placebo controlled clinical trial to increase hGH levels in men and women over the age of 18 by over 682%, after a single dose.

9. In addition, SanMedica invests substantial sums to assure that SeroVital is manufactured to very high standards so that it meets or exceeds the quality and other characteristics of the compounds identified in the scientific literature, which support the product's efficacy.

10. SanMedica is so confident in its products that for every product it develops and brings to market, SanMedica offers a 100% money-back guarantee to every consumer. All a consumer needs do if dissatisfied with the products for any reason is to return the unused portion for a full refund.

11. SanMedica sells SeroVital through its own website, print media, and via retail outlets to consumers throughout the United States.

12. SanMedica advertises and promotes SeroVital on the Internet, television and in print media.

13. SanMedica has expended a great deal of time, effort, and money to develop and market SeroVital-hgh.

Defendant's False and Misleading Advertising

14. Quantum Wellness sells a product it calls "ReJuvenation," which competes with SanMedica's SeroVital.

15. Quantum Wellness markets ReJuvenation through a nationwide advertising campaign through Quantum Wellness's website and other publications. Quantum Wellness claims that ReJuvenation "works powerfully to activate your body's

own ‘fountain of youth’ . . . [f]looding your body with human growth hormones (HGH). A special amino acid blend increases your production of HGH by 682% within 120 minutes – **making you look and feel about 20 years younger.**” See ReJuvenation webpage at 3, a true and accurate copy attached hereto as Exhibit 1 (quotations and emphasis in original).

16. Quantum Wellness also claims that ReJuvenation contains a “specialized amino-acid blend *clinically proven* to . . . increase youth hormone **by up to a whopping 682%.**” See ReJuvenation Advertising Brochure at 1, attached hereto as Exhibit 2 (emphasis in original).

17. Quantum Wellness also claims that ReJuvenation’s “knockout amino-acid blend also reduces body fat and increases muscle! Appear to grow 10, 20, even 30 years younger – and get slimmer trimmer, and more toned, no matter what your age.” *Id* at 17-18.

18. Quantum Wellness goes so far as to assert that ReJuvenation boosts hGH and therefore provides the following benefits:

- “Feel younger – with every tissue, organ, and gland in your body restored to the condition you enjoyed years ago”
- “Look younger – with improved skin elasticity and tone and fewer wrinkles, lines, and furrows”
- Remember better – with dramatically boosted mental clarity and learning ability”
- “Lose excess weight – and gain lean muscle mass”
- “Sleep more deeply and restfully”
- “Boost your energy levels and moods”
- “Heighten your sexual drive and stamina”
- “Strengthen your entire cardiovascular system”

See Exhibit 1 at 4-5.

19. Quantum Wellness goes even further and states:

Look younger, feel younger, grow younger. Within 120 minutes of taking it, ReJuvenation goes to work helping your body:

- Rejuvenate every tissue, organ and gland in the body to a younger state
- Improve you skin's elasticity and tone
- Visibly reduce wrinkles, furrows and lines
- Decrease body fat, increase lean muscles mass and drop unwanted pounds
- Boost you memory and sharpen mental clarity
- Support a strong heart and improved cardiovascular health
- Support clearer vision, healthy gums and bronchial health
- Enhance sexual drive and stamina, boost a lagging libido
- Shift your immune system into high gear
- And THAT'S just for starters!

See Exhibit 2 at 18-19.

20. Quantum Wellness falsely claims that its researchers:

discovered a **special amino-acid blend that clinical research suggests supports your body's ability to increase production of HGH by up to an astounding 682%!** Naturally they made it part of the ReJuvenation formulation. That means that you can enjoy the HGH levels you had when you were much younger—and appear to grow *younger* as everyone else grows older!

See id at 16-17 (emphasis in original).

21. In fact, there are no clinical studies or research supporting ReJuvenation's formulation.

22. The study to which Quantum Wellness refers for its 682% claims was not conducted on ReJuvenation.

23. On the contrary, the study to which Quantum Wellness relies for its 682% claim is the clinical trial which was conducted on SeroVital.

24. The formula for ReJuvenation is different from the formula for SeroVital.

25. ReJuvenation would have to have an amino acid formulation identical to that of SeroVital-hgh to make any claim that it can increase hGH production up to 682%. However, any such a formulation would infringe the patents SanMedica rightfully uses to produce, market, and sell SeroVital.

26. Quantum Wellness does not have scientific studies to support the claims that it make about ReJuvenation. Moreover, the scientific literature that does exist with regard to specific ingredients contained in ReJuvenation does not support the claims made by Quantum Wellness in its advertising. Specifically, the scientific studies do not support any claim made by Quantum Wellness at the ingredient dosage levels contained in ReJuvenation.

27. The advertising claims identified above which Quantum Wellness makes for its ReJuvenation product are false and misleading.

FIRST CLAIM FOR RELIEF

(False advertising in violation of the Lanham Act 15 U.S.C§ 1125(a)(1)(B))

28. The allegations in the preceding paragraphs are incorporated herein.

29. Quantum Wellness's advertising for its ReJuvenation product is expressly false. Quantum Wellness is using false, deceptive and/or misleading descriptions in commercial advertising and marketing that misrepresent the nature, characteristics, and/or qualities of the ReJuvenation product in interstate commerce.

30. Quantum Wellness's false and misleading statements, including the advertising and marketing of the product, actually deceive or have the tendency to deceive a substantial segment of their audience.

31. Quantum Wellness's false and misleading statements are material and likely to influence the purchasing decisions of actual and prospective purchasers of Quantum Wellness's products and/or SanMedica's products.

32. Quantum Wellness's false and misleading statements will divert sales at the expense of SanMedica's SeroVital product and/or have or will lessen the goodwill enjoyed by SeroVital.

33. Quantum Wellness's acts constitute false advertising in violation of the Lanham Act § 43 (a)(1)(B), 15 U.S.C. § 1125 (a)(1)(B).

34. Quantum Wellness's acts and false advertising have deceived and, unless restrained, will continue to deceive the public, including consumers and retailers, and have injured and, unless constrained, will continue to injure SanMedica and the public, including consumers and retailers, causing damages to SanMedica in an amount to be determined at trial and other irreparable injury to the goodwill and reputation of SanMedica's SeroVital product.

35. Quantum Wellness's acts of false advertising are willful, intentional, and egregious and make this an exceptional case within the meaning of 15 U.S.C. § 1117(a).

36. SanMedica has no adequate remedy at law to compensate it for all the damages Quantum Wellness's wrongful acts have and will cause. Therefore, SanMedica is entitled to an injunction under 15 U.S.C. § 1116, restraining Quantum Wellness, its agents, employees, and representatives from engaging in future acts of false advertising and ordering removal of all of Quantum Wellness's false advertisements.

SECOND CLAIM FOR RELIEF
(Unfair Competition In Violation of Lanham Act 15 U.S.C. § 1125(a)(1))

37. The allegations in the preceding paragraphs are incorporated herein.

38. Quantum Wellness has in connection with the promotion and sale of its goods in interstate commerce, made or contributed to the making of false or misleading descriptions or representations of fact which are likely to cause confusion, or to cause mistake, or to deceive purchasers and potential purchasers into believing that Quantum Wellness's products and services are of the same or similar quality as SanMedica's products because of Quantum Wellness's false and misleading statements as to qualities and characteristics of their products.

39. Quantum Wellness's acts constitute unfair competition and/or induce or contribute to acts of unfair competition.

40. Defendant's acts of unfair competition have deceived and, unless restrained, will continue to deceive the public, including consumers and retailers, and have injured and unless constrained will continue to injure SanMedica and the public, including consumers and retailers, causing damages to SanMedica in an amount to be determined at trial and other irreparable injury to the goodwill and reputation of SanMedica and to its SeroVital products.

41. Quantum Wellness's acts of unfair competition are willful, intentional and egregious and make this an exceptional case within the meaning of 15 U.S.C. §1117(a).

42. SanMedica has no adequate remedy at law to compensate it for all the damages the Quantum Wellness's wrongful acts have and will cause. Therefore, SanMedica is entitled to an injunction under 15 U.S.C. § 1116, restraining Quantum

Wellness, its agents, employees, and representatives from engaging in future acts of unfair competition and ordering removal of all of Quantum Wellness's false advertisements.

THIRD CLAIM FOR RELIEF
(Declaratory Judgment)

43. The allegations in the preceding paragraphs are incorporated herein.

44. Based on the allegations contained in this Complaint, there is a present and actual need for a judicial declaration.

45. Pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, SanMedica is entitled to and hereby moves the Court for a judgment declaring that:

a. Quantum Wellness's advertising claims for its ReJuvenation product identified above are false and misleading.

b. The study upon which Quantum Wellness relies for its 682% claim was not conducted on the ReJuvenation product or the ReJuvenation formula, and does not support Quantum Wellness's advertising claims for its ReJuvenation product, and in particular does not support Quantum Wellness's 682% claim.

c. SanMedica has suffered real harm as a result of Quantum Wellness's advertising.

d. Quantum Wellness's advertising is likely to confuse the public into believing that the Quantum Wellness's products contain properties and characteristics that the products do not contain.

e. Quantum Wellness's acts of false advertising are willful, intentional, and egregious and make this an exceptional case within the meaning of 15. U.S.C. § 1117(a).

f. Quantum Wellness should pay SanMedica's attorneys' fees and costs incurred in prosecuting this action.

g. Quantum Wellness should pay to SanMedica, Quantum Wellness's profits by reason of Quantum Wellness's unfair competition, false advertising, and deceptive acts and practices.

PRAYER FOR RELIEF

WHEREFORE, SanMedica respectfully requests the following relief:

- A. A permanent injunction against Quantum Wellness, its officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with it who receive actual notice of the injunction by personal service or otherwise, enjoining and restraining them from directly or indirectly engaging in future acts of false advertising and unfair completion.
- B. Judgment on all claims for the damages suffered by SanMedica as a result of Quantum Wellness's false advertising and unfair competition, in an amount to be determined at trial.
- C. Judgment directing an accounting by Quantum Wellness of its profits by reason of its unfair competition and false advertising.
- D. Judgment on the first and second claims trebling SanMedica's recovery pursuant to 15 U.S.C. § 1117, as a result of Quantum Wellness's willful and intentional violations.

- E. Judgment on the first and second claims awarding SanMedica reasonable attorneys' fees in this action, pursuant to 15 U.S.C. § 1117.
- F. Judgment awarding Quantum Wellness's profits to SanMedica, and awarding damages sustained by SanMedica and the costs of the action.
- G. Judgment for punitive damages as a result of Quantum Wellness's outrageous conduct and willful and intentional violations.
- H. Judgment on all claims awarding SanMedica costs and attorneys' fees in this action.
- I. Declaratory relief as requested.
- J. Injunctive Relief as requested.
- K. Such other relief as the Court may deem just and equitable.

DATED this 9th day of March, 2016.

PRICE PARKINSON & KERR, PLLC

/s/ Ronald F. Price

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Attorneys for Plaintiff